

# State of Vermont

Dept of Buildings & General Svcs  
Office of Purchasing & Contracting  
1078 US Rte 2 - Middlesex  
Montpelier VT 05633-7501  
USA

## CONTRACT



**Vendor ID 0000000967**  
**Fireprotec**  
**226 S Oak Circle Dr**  
**Colchester VT 05446**  
**USA**

<b>Contract ID</b> 0000000000000000000013563		<b>Page</b> 1 of 4
<b>Contract Dates</b> 07/14/2008 to 07/14/2010		<b>Origin</b> CP
<b>Description:</b> CP FIRE EXTINGUISHERS & SERVIC		<b>Contract Maximum</b> \$99,999,999.00
<b>Buyer Name</b> Smith,Steven D	<b>Buyer Phone</b> 828-4681	<b>Contract Status</b> Approved

**Phone #: 802-655-7070**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		FIRE EXTINGUISHERS PER THE ATTACHED LIST. MFR: ANSUL WARRANTY: SIX YEARS FIRE EXTINGUISHER PRICING IS BASED ON CURRENT MANUFACTURER'S LIST PRICE LESS 50% CLEAN AGENTS PRICING IS BASED ON CURRENT MANUFACTURER'S LIST PRICE LESS 45%.	EA	0.01000	0.00	0.00
2		FIRE EXTINGUISHER PARTS AND ACCESSORIES ANSUL VEHICLE BRACKETS - CURRENT LIST PRICE LESS 45%. PUBLISHED CATEGORY 10 PARTS PRICE LISTING - 15% DISCOUNT	EA	0.01000	0.00	0.00
3		FIRE EXTINGUISHER SERVICES PER THE ATTACHED LIST. CONTRACTOR WILL APPLY A 15% DISCOUNT ON ALL OF THEIR ESTABLISHED SERVICE AND LABOR PRICING. PRICING ON ATTACHED LIST REPRESENTS THE DISCOUNTED PRICE OF 15%.	EA	0.01000	0.00	0.00

ONLY THE HALON 1211 ANNUAL INSPECTION SERVICES IS PART OF THIS CONTRACT. NO OTHER HALON 1211 SERVICE IS OFFERED AS THESE EXTINGUISHERS SHOULD BE REPLACED WITH NEWER ENVIRONMENTALLY PREFERABLE EXTINGUISHERS WHENEVER THE SIX YEAR MAINTENANCE, HYDRO TESTING OR RECHARGING IS REQUIRED.

MINIMUM SITE SERVICE CALL FEE OF \$35.00 WOULD BE APPLIED TO THE FOLLOWING BILLING CIRCUMSTANCES.

1. CUSTOMER SITE ANNUAL SERVICE CALLS WHERE THE TOTAL OF BILLABLE CHARGES FOR INSPECTIONS, SERVICES, PARTS, AND NEW PURCHASES, IS LESS THAN THE \$35.00 MINIMUM. IN SUCH A CASE THE CLIENT SITE WOULD BE BILLED A FLAT \$35.00 MINIMUM FEE IN LIEU OF THE INDIVIDUAL SERVICE CHARGES.

2. CUSTOMER SITE ANNUAL SERVICE CALLS WHERE CLIENT HAS MULTIPLE SITES BEYOND A 1 MILE RADIUS REQUIRING TRAVEL TO THESE SPECIFIC SITE LOCATIONS AND ONE OR MORE SITES HAS BILLABLE CHARGES FOR INSPECTIONS, SERVICES, PARTS, AND NEW PURCHASES, IS LESS THAN THE \$35.00 MINIMUM. IN SUCH A CASE THE CLIENT SITES WITH LESS THAN \$35.00 IN CHARGES WOULD BE BILLED A FLAT \$35.00 MINIMUM FEE IN LIEU OF THE INDIVIDUAL SERVICE CHARGES.

3. CUSTOMER REQUESTED SITE SERVICE CALLS WHERE THE TOTAL OF BILLABLE CHARGES FOR THE WORK REQUESTED IS LESS THAN THE \$35.00 MINIMUM. IN SUCH A CASE THE CLIENT SITE WOULD BE BILLED A FLAT \$35.00 MINIMUM FEE IN LIEU OF THE INDIVIDUAL SERVICE CHARGES.

MINIMUM SITE SERVICE CALL FEE WOULD NOT APPLY UNDER THE FOLLOWING CONDITIONS:

1. CUSTOMER SITE ANNUAL SERVICE CALLS WHERE MULTIPLE AGENCY SITES ARE LOCATED WITHIN A 1 MILE RADIUS AND SCHEDULED FOR SERVICE DURING THE SAME SERVICE CALL. AN EXAMPLE MIGHT BE FACILITIES SUCH AS THE WATERBURY COMPLEX WHERE CONTRACTOR MAY SCHEDULE AN ANNUAL MAINTENANCE INVOLVING NUMEROUS AGENCY SITES WITHIN THE SAME COMPLEX. IN SUCH CASES THE AGENCY WOULD BE BILLED ONLY FOR SERVICES RENDERED AT THE CONTRACT RATES WITHOUT MINIMUM FEES APPLIED.

2. REGULARLY SCHEDULED SERVICE CALLS TO STATE AGENCY CUSTOMER LOCATIONS. CONTRACTORS' PRACTICE IS TO ARRANGE BY MUTUAL AGREEMENT FOR REGULAR STOPS (SERVICE CALLS) TO PRIMARY AGENCY SITES WHERE SERVICE WORK IS COLLECTED. AN EXAMPLE MIGHT BE THE BUILDING DEPARTMENT'S PRIMARY REGIONAL LOCATIONS WHERE CONTRACTOR MIGHT CALL MONTHLY TO CHECK FOR SERVICE WORK SUCH AS REFILLS AND REPAIRS. IN SUCH CASES WHERE THE WORK PERFORMED AT SUCH A STOP IS LESS THAN \$35.00 NO MINIMUM SERVICE CHARGES WOULD BE APPLIED AND THE CLIENT WOULD BE BILLED FOR SERVICES RENDERED AT STATE CONTRACT RATES.

ALL PRICING AND LABOR RATES ARE BASED ON WORK TO BE PERFORMED DURING NORMAL WORKING HOURS MONDAY THROUGH FRIDAY BETWEEN 7 AM AND 5 PM. SERVICE REQUESTED OUTSIDE OF NORMAL WORKING HOURS WILL BE SUBJECT TO OVERTIME RATES EQUAL TO 1.5 TIME FOR NIGHTS AND SATURDAY AND DOUBLE TIME FOR SUNDAYS AND HOLIDAYS.

CONTRACT TERMS AND ADDITIONAL INFORMATION



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<b>Contract ID</b>	000000000000000000000000013563	Page 3 of 4
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<b>Description:</b>	CP FIRE EXTINGUISHERS & SERVIC	<b>Contract Maximum</b> \$99,999,999.00
<b>Buyer Name</b>	<b>Buyer Phone</b>	<b>Contract Status</b>
Smith, Steven D	828-4681	Approved

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED.  
FACTORY  
SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING

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AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

CUSTOMER SATISFACTION SURVEY: TO HELP US UNDERSTAND HOW WE CAN BETTER SERVE YOU, WE ARE INTERESTED IN RECEIVING YOUR COMMENTS REGARDING THE QUALITY OF SERVICE YOU RECEIVED IN YOUR MOST RECENT INTERACTION WITH THE DEPARTMENT OF BUILDINGS & GENERAL SERVICES (BGS). PLEASE COMPLETE THE ON-LINE CUSTOMER COMMENT FORM AT:  
[http://www.bgs.state.vt.us/forms/bgs\\_surveys/index.php?type=customer&action=customer](http://www.bgs.state.vt.us/forms/bgs_surveys/index.php?type=customer&action=customer)

### WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_